United Nurses and Allied Profe

East Greenwich, RI 02818

Attn: Brad 22 London St

c/o CHECKMATE CONSULTING GROUP, LLC

Page 1 of 3

Printed: 06/29/2016 13:23:49

Advertiser No: 25818

Order No: 06/29/2016

1112020897

Start Date: End Date:

07/15/2016

Co-op:

No No

Month Type:

Broadcast

Package:

Agency Comm.: 15%

Revision #:

CPE: AE:

Kirwan, Jonathan

06/28/2016 02:04 PM by Fusion

Entered: Last Update:

06/28/2016 03:11 PM by Stacey

Note:

WWBB/WSNE

Note 2:

Spl Req Inv:

	Market Station	Bind To	Start Date	End Date	No Of Weeks	Rate Rev. Type	Skip W. N	1 T	٠ ٧	N 1	, I	F	s s	Spots/ W.	Spot Length	Ord Spots	Ord Cost
1		06:00-10:00 Commercial	06/30/16	07/01/16	1	125.00 Local Agency-Politica	0				x	х		4	60	4	500.00
2		10:00-15:00 Commercial	06/30/16	07/01/16	1	• •	0				x	x		4	60	4	500.00
3		15:00-19:00 Commercial	06/29/16	07/01/16	1	- T . I	0			X	x	x		4	60	4	500.00
4		06:00-10:00 Commercial	06/30/16	07/01/16	1	125.00 Local Agency-Politica	0				x	x		4	60	4	500.00
5		10:00-15:00 Commercial	06/30/16	07/01/16	1		0				х	x		4	60	4	500.00
6		15:00-19:00 Commercial	06/29/16	07/01/16	1	125.00 Local Agency-Politica	0			x	x	x		4	60	4	500.00
7		06:00-10:00 Commercial	07/04/16	07/15/16	2	• •	0	x	x	x	x	x		4	60	8	1,000.00
8		10:00-15:00 Commercial	07/04/16	07/15/16	2		0	x	x	х	x	x		4	60	8	1,000.00
9		15:00-19:00 Commercial	07/04/16	07/15/16	2		0	x	x	x	x	х		4	60	8	1,000.00
10		06:00-10:00 Commercial	07/04/16	07/15/16	2		0	x	x	X	x	х		4	60	8	1,000.00
11		10:00-15:00 Commercial	07/04/16	07/15/16	2		0	x	×	X	x	x		4	60	8	1,000.00
12		15:00-19:00 Commercial	07/04/16	07/15/16	2		0	x	x	x	x	x		4	60	8	1,000.00



Page 2 of 3

Printed: 06/29/2016 13:23:49

Order No: 1112020897

No. of Spots/Misc/Digital:

72/0/0

Ordered Gross:

\$9,000.00

Agency Commission: Ordered Net:

\$1,350.00 \$7,650.00

Total Net Due:

\$7,650.00

	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul
Amt. Ord.:	72	0	0	0	0	0	0	0	0	0	0	0	0
Gross:	9,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Net:	7,650.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00

When signed below, this is a contract for advertising on the radio stations named above, made with the owner of those stations, subject to those terms and conditions beginning on the last page of this Order Confirmation. Except when this contract is executed by advertiser itself, it is agreed that advertiser's agency makes this contract both for itself and advertiser.

Accepted for Company:	<u> </u>	Accepted for Advertiser:	
Participating Customers			

100%

United Nurses and Allied Profe

Page 3 of 3

Printed: 06/29/2016 13:23:49

Order No: 1112020897

ORDER TERMS AND CONDITIONS
The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entities included within Advertiser agree that they are jointly and severally liable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

1. PAYMENT

1. PAYMENT
(a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.
(b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1% per month (12% annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by Station. All invoice charges will be considered valid if no written dispute from the Client its received by Station within the 7 day period.

Station Wintin in 7 day period.

(c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.

(d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice. If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

2. TERMINATION AND BREACH

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(a) This contract may be terminated by either party giving the other party 14 days prior written notice. If Advertiser so terminates this contract, Advertiser will pay Station at Station's rate card rate (without discount for the number of remaining transmissions) for transmissions made through the date of termination. If Station so terminates this contract, Advertiser shall pay Station for transmissions made through the date of termination and shall have the benefit of any discounts it would have received had this contract not been so terminated.

(b) Station may terminate his contract at any time upon failure by Advertiser to timely make any payment, or upon other material breach by Advertiser of this contract. On such termination (i) Advertiser will pay Station at Station's rate card rate (without discount for the number of transmissions) for all transmissions made through the date of termination and (ii) all payments due by Advertiser shall become immediately due and payable.

(c) Advertiser any cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received had this contract and shall be liable only for transmissions made in accordance with this contract through the date of termination with the benefit of any discounts it would have received

possibility of such damages and punitive damages) other than as specified in this contract.

3.REPRESENTATIONS & WARRANTIES/INDEMNIFICATION AND HOLD HARMLESS

(a) Advertiser represents, warrants and agrees that: (i) Station's broadcast of the Advertiser Materials over the facilities of the Station shall not violate or infringe upon the rights of others; provided, however, that the foregoing representations and warranties shall not apply to any material furnished or added to the Advertiser Materials after delivery to Station by any party other than Advertiser, and (ii) Advertiser (and the Advertiser Materials) shall comply with all applicable federal, state and local laws and regulations, including, but not limited to, those of the FCC (e.g., indecency, EAS compliance and all other FCC regulations).
(b) Advertiser shall defend, hold harmless and indemnify Station, its parents and affiliates, and their respective officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands, damages or costs (including reasonable attorney fees) of whatsoever name or nature, including but not limited to (i) defamation, unlawful competition or trade practice, infringement of intellectual property or other property or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials), (ii) any breach or violation of any sort of the representations and warranties described in Section 3(a), or (iii) claims arising from the products, services, operations, representations or warranties relating to, directly or indirectly, programming transmitted by Advertiser pursuant to this contract ("Advertiser Material") or to Advertiser's business, services, operations or prizes (if any) relative to Order. Station shall deend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from damages relating to, directly or indirectly, programming transmitted b

Advertiser.

(b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.

(c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall fumish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.

(d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this contract. 6. NON-DISCRIMINATION

to Note-Ordential Nation 1997.

In accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.

7. GENERAL

(a) This contract is for the transmission by broadcast on radio, transmission on other media when Internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions.

(b) If an agency or buying service is included in Advertiser, it is understood that prit is the agent of advertiser and not of Station.

(c) Station shall assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.

(d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the benefit of any person or entity other than Advertiser named on the face of this contract.

(e) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

(f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the extensive provision of the terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

POLITICAL INQUIRY FORM (TO BE COMPLETED BY STATION REPRESENTATIVE RESPONDING TO THE INQUIRY)

<u>INSTRUCTIONS</u>: This form must be completed as to all <u>requests</u>, both oral and written, for broadcast time to be used by or on behalf of (1) a candidate for public office or(2) persons who wish to communicate a message relating to "any political matter of national importance," as defined in the Bipartisan Campaign Reform Act of 2002. It is to be kept in the Station Public File for a period of two years.

STATION WSDE DATE OF REQUEST: () (
INQUIRY MADE BY:
AGENCY (if any): L'hechangle Consulty Group
ADDRESS OF AGENCY: 22 Lordon Street
CITY, STATE, ZIP OF AGENCY: Ext Green in RI & 2818
TELEPHONE NUMBER OF AGENCY: (401) 85 - 4666
CANDIDATE:
ORGANIZATION OR SPONSORING AUTHORITY (WHO WILL PAY): $VNAP$
IF SPONSOR IS A COMMITTEE, NAME OF COMMITTEE:
ADDRESS OF COMMITTEE: 375 Branch Auc.
CITY, STATE, ZIP OF COMMITTEE: Prosder, RI 02904
TELEPHONE NUMBER OF COMMITTEE: (40) 831-3647
COMMITTEE OFFICERS: Chairman: Lind (Mc Done (d) Vice Chairman: Lock Coulour Treasurer: Secretary: Is this the Candidate's Authorized Committee? () yes () no
OFFICE SOUGHT: PARTY AFFILIATION: () federal () state () local
() primary () general

FOR ISSUE	ADS ONLY:
a.	Candidate(s) and offices (if any) referred to:
b.	Federal election(s) (if any) referred to:
C,	Issue(s) discussed: Rabon Was to 1
d _ž	Name, Address, Phone Number of Contact: Save as front
DATES REQU	JESTED:
LENGTH OF	SPOT/PROGRAM TIME REQUESTED: 60 seconds
REQUEST M. (/) in If requ	writing () orally est is made in writing, attach and retain.
()gi If not s	N OF REQUEST: ranted () denied granted, state reasons in space below. If denied in writing, attach and retain. If d, attach contract and invoice, when available.
() ye	OR DOCUMENTATION THAT CANDIDATE IS LEGALLY QUALIFIED: es () no any written documentation received.
DATE POLITI	CAL DISCLOSURE FORM SUBMITTED TO REQUESTOR:
	COMMENTS
	STATION REP Land
	REVIEWED

AGREEMENT FORM FOR NON-CANDIDATE/ISSUE ADVERTISEMENTS

Station and t		Covid	ence	RI CI	r (i 6
4	~O	4			
do hereby req	uest station tin	ne concerning th	TO PART OF THE COMMENT AND		
W.	A.C. Prog	sect Cont	"+ <i>M</i> Y	k-k-j.	
Broadcast Length	Time of Day, Retation or Package	Days	Class	Times per Week	Number of Weeks
6 с			,		

This broadcast time will be used by: \(\int N A P \)

THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT "COMMUNICATES A POLITICAL MATTER OF NATIONAL IMPORTANCE." FOR ALL OTHER ISSUE ADS, PLEASE GO TO PAGE 3.

Programming that "communicates a political matter of national importance" includes (1) references to legally qualified candidates (presidential, vice presidential or congressional); (2) any election to Federal office (e.g., any references to "our next senator", "our person in Washington" or "the President"); and (3) a national legislative issue of public importance (e.g., Affordable Care Act, revising the IRS tax code, federal gun control or any federal legislation).

Does the programming (in whole or in part) communicate "a message

	y to any pour □ Yes	lloa Pillaile	\$ 150° 100 mg 100° 100° 100° 100° 100° 100° 100° 100	i,iii)portanc 见Ne	
For programming national important refers to, the office which the communications are sentenced.	ce," list the names being sough	e of the lega t, the date(s)	lly qualified ca of the election	ndidate(s) the	programming
I represent that the	iress):		ngarthing a cut of the chall in the international country		
UN B Cos	3.75°. Br-	$U_{\lambda}A_{\kappa}$	Prov. 1	* K(= 0	1.70 Y

and you are authorized to announce the time as paid for by such person or entity (hereinafter referred to as the "sponsor").

List the chief executive officers or members of the executive committee or the board of directors below (or attach separately):

Lyan Milanell Provides

For programming that "communicates a message relating to any political matter of national importance," attach Agreed Upon Schedule (Page 5)

THIS PAGE MUST BE COMPLETED FOR PROGRAMMING THAT DOES NOT "COMMUNICATE A POLITICAL MATTER OF NATIONAL IMPORTANCE"

I represent that the payment for the above described broadcast time has been furnished

by (name and ac	dress):	
N Was la	-in Coult Grof Grof Gardhall of	
	122 Taxing Cap County 10	7 - 2 1
	the province of Land Rose in	9.0
(Hetelijairei tele	red to as the sponsor).	
List the chief eve	nd you are authorized to announce the time as paid for by such person or entity ereinafter referred to as the "sponsor"). In the chief executive officers or members of the executive committee or the board of rectors below (or attach separately):	
		<i>J</i> 1
(1) 多、多多的是180 %的。於該		A Tech
为农人	Diffik our	
i kumar dalam ka		
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		200

TO BE COMPLETED FOR ALL ISSUE ADVERTISEMENTS

THIS STATION DOES NOT DISCRIMINATE OR PERMIT DISCRIMINATION ON THE BASIS OF RACE OR ETHNICITY IN THE PLACEMENT OF ADVERTISING.

The Sponsor agrees to indemnify and hold harmless the station for any damages or liability, including reasonable attorney's fees, that may ensue from the broadcast of the above-requested advertisement(s). For the above-stated broadcast(s), the sponsor also agrees to prepare a script, transcript, or tape, which will be delivered to the station at least _____ before the time of the scheduled broadcasts.

		~4gri-4877-59/6			
Date	Signatûre	Contact Phone Number			
TO BE	SIGNED BY STATION REPRESENTA	TIVE			
₽ Accepted	☐ Accepted in Part	□ Rejected			
Law for	- Laven Paniseau	D5A			
Signature	Printed Name	Title			

TO BE SIGNED BY ISSUE ADVERTISER (SPONSOR)

AGREED UPON SCHEDULE

For All Issue Advertisements That Communicate a Message Relating to Any Political Matter of National Importance

Broadcast Length	Time of Day, Rotation or Package	Days	Class	Times per AVeek	Number of Weeks
	:	4.	- LECTION		
· · · · · · · · · · · · · · · · · · ·					

Attach proposed schedule with charges (if available):

AFTER AIRING OF BROADCASTS:

Attach involces or Schedule Run Summary to this Form showing:

- (1) actual air time and charges for each spot;
- (2) the date(s), exact time(s) and reason(s) for Make-Good(s), if any; and
- (3) the amount of rebates given (identify exact date, time, class of broadcast and dollar amount for each rebate), if any.

Note: Because the FCC requires that the political file contain the actual time the rate for spots "communicating a political matter of national importance" air, that information should be included in the file as soon as possible. If that information is only generated monthly, the file should include the name of a contact person who can provide the times that and rates for specific spots aired. The FCC's online political files include a folder for "Terms and Disclosures." NAB suggests that, for stations subject to the online public file rule, the names of contact person(s) be placed in that folder.

PROPOSAL



Prepared for:

United Nurses and Allied Profe

Date: 06/08/2016 09:21

Advertiser: United Nurses and Allied Profe

Spots: 72

Total Cost: \$9,000.00

Rates guaranteed until 06/22/2016

Summary

Advertiser United Nurses and Allied Profe

Title June
Billing Options Broadcast

Market - Survey(s) Providence-Warwick-Pawtucket - Apr '16, Mar '16, Feb '16

Demographics Persons 25-54

Spot Schedule

WSNE-FM

2 Weeks: 6/6-6/13

Daypart/Program	Len	Spots	Rate	Cost	GRPs	CPP	AQH	Freg	% Mkt	Gl	Net Reach
Fri 6am-10am	60	2	\$125.00	\$500.00	2	\$250.00	3,200	1.2	1.7	12800	10,400
Fri 10am-3pm	60	2	\$125.00	\$500.00	2.8	\$178.57	4,600	1.3	2,3	18400	14,600
Fri 3pm-7pm	60	2	\$125.00	\$500.00	3.6	\$138.69	5,900	1.3	2.9	23600	18,200
Weekly	Total	6		\$750.00	4.2	\$178.57	4,600	1.3	3.3	27,400	20,900
Filght	Total	12		\$1,500.00	8.4	\$178.57	4,600	1.5	6.0	54,800	37,700

1 Week: 6/13

Daypart/Program	Len	Spots	Pate	Cost	GRPs	CPP	AQH	Freq	% Mkt	GI	Net Reach
Mon-Fri 6am-10am	60	4	\$125.00	\$500.00	2.4	\$208.33	3,600	1.1	2.0	14400	12,800
Mon-Fri 10am-3pm	60	4	\$125.00	\$500.00	3.2	\$156.25	4,800	1.1	2.7	19200	16,900
Mon-Fri 3pm-7pm	60	4	\$125.00	\$500.00	4	\$125.00	6,300	1.2	3.4	25200	21,500
Weekly	Total	12		\$1,500.00	9.6	\$156.25	4,900	1.3	7.2	58,800	45,400
Flight	Total	12	E PARTIE LE	\$1,500.00	9.6	\$156.25	4,900	1.3	7.2	58,800	45,400

1 Week: 6/20

Daypart/Program	Len	Spots	Rate	Cost	GRPs	CPP	AQH	Freq	% Mkt	GI	Net Reach
Mon-Wed 6am-10am	60	4	\$125.00	\$500.00	2,4	\$208,33	3,600	1.2	2.0	14400	12,300
Mon-Wed 10am-3pm	60	4	\$125.00	\$500.00	3.2	\$156.25	4,800	1.2	2.6	19200	16,100
Mon-Wed 3pm-7pm	60	4	\$125.00	\$500.00	4	\$125.00	6,400	1.2	3.3	25600	20,600
Weekly	Total	12		\$1,500.00	9.6	\$156.25	4,900	1.4	6.7	59,200	42,400
Flight	Total	12		\$1,500.00	9.6	\$156.25	4,900	1.4	6.7	59,200	42,400

WWBB-FM

2 Weeks: 6/6-6/13

Daypart/Program	Len	Spots	Rate	Cost	GRPs	CPP	AQH	Freq	% Mkt	GI	Net Reach
Fri 6am-10am	60	2	\$125.00	\$500.00	2.4	\$208,33	3,600	1.4	1.6	14400	10,300
Fri 10am-3pm	60	2	\$125.00	\$500.00	3.6	\$138.89	5,700	1.5	2.5	22800	15,500
Fri 3pm-7pm	60	2	\$125.00	\$500.00	3.2	\$156.25	5,000	1.4	2.3	20000	14,400
Weekly	Total	6		\$750.00	4.6	\$163.04	4,800	1.5	3.1	28,600	19,300
Flight	Total	1.2		\$1,500.00	9.2	\$163.04	4,800	1.7	5.3	57,200	33,300

1 Week: 6/13

Daypart/Program	Len	Spots	Rate	Cost	GRPs	CPP	AQH	Freq	% Mkt	GI	Net Reach
Mon-Fri 6am-10am	60	4	\$125.00	\$500,00	2.4	\$208.33	3,600	1.2	1.9	14400	12,100
Mon-Fri 10am-3pm	60	4	\$125.00	\$500.00	4	\$125.00	6,400	1.3	3.2	25600	20,400
Mon-Fri 3pm-7pm	60	4	\$125,00	\$500.00	3.2	\$156.25	5,000	1.2	2.6	20000	16,500
Weekly	Total	12		\$1,500.00	9.6	\$156.25	5,000	1.5	6.5	60,000	40,700
Flight	Total	12	States districtly (1901)	\$1,500.00	9,6	\$156.25	5,000	1.5	6.5	60,000	40,700

1. Week: 6/20

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Daypart/Program	Len	Spots	Rate	Cost	GRPs	CPP	AQH	Freq	% Mkt	GI	Net Reach
Mon-Wed 6am-10am	60	4	\$125.00	\$500.00	2.4	\$208.33	3,600	1,3	1.8	14400	11,300
Mon-Wed 10am-3pm	60	4	\$125.00	\$500,00	4	\$125.00	6,300	1.3	3.0	25200	18,800
Mon-Wed 3pm-7pm	60	4	\$125.00	\$500.00	2.8	\$178.57	4,500	1.3	2.2	18000	14,000
Weekly	Total	12		\$1,500.00	9.2	\$163.04	4,800	1.6	5.7	57,600	35,700
Flight	Total	12		\$1,500.00	9.2	\$163.04	4,800	1.6	5.7	57,600	35,700
		bennaree consist menero see	***************************************	MATERIAL PROPERTY OF THE PROPE				***************************************	**************************************		

	1., 11., 11.		Pro	posal T	otals				
	Spots	Cost	GRPs	L CPP	AQH	Freq	% Mkt	GI	Net Reach
WSNE-FM	36	\$4,500.00	27.6	\$163.04	4,800	1.7	16.2	172,800	102,300
WWBB-FM	36	\$4,500.00	28.0	\$160.71	4,900	2.1	13.1	174,800	82,800
Total	72	\$9,000.00	55.6	\$161.87	4,800	2.1	26.8	347,600	168,800

TERMS AND CONDITIONS The Term "Advertiser" shall include advertiser and any agency or buying service named in Order Confirmation, and all persons and entitles included within Advertiser agree that they are jointly and severally tiable for all obligations of Advertiser under this contract regardless of who is billed, except any agency is liable for invoice payments only to the extent the agency has been paid by the advertiser.

- 1. PAYMENT (a) Advertiser agrees to pay in advance for the transmission covered by this contract unless otherwise expressly agreed in writing.

 (b) If Station has extended credit, Station shall render invoices monthly. Payment by Advertiser is due within 30 days unless invoice is sent to agency or buying service, then net payment is due within 45 days. Past due accounts shall be charged interest at the rate of 1 annual percentage rate) or, if less, the highest rate allowed by applicable law, from the date of the invoice. If Advertiser notices any error on an invoice, Advertiser must contact Station in writing within 7 days of the invoice date, stating the invoice number, amount and description of alleged error, and including any supporting documentation as may be required by iHeartMedia Revenue Platforms. All invoice charges will be considered valid if no written dispute from the Client is received by Station within the 7 day period.
- (c) On Advertiser's request, Station shall furnish certifications of performance to Advertiser at the time of billing, but unless requested prior to billing the furnishing of such certifications shall not be a condition of payment or time of payment.
- (d) If Advertiser is past due in payment of any amount, Station may change the terms of payment for further transmissions by giving Advertiser written notice...If Station refers this contract for collection, Advertiser shall pay reasonable attorney's or collector's fees and any court costs incurred by Station.

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(c) Advertiser may cancel this contract at any time upon material breach by Station of this contract and shall be liable only for transmissions made in accordance with this contract

through the date of termination with the benefit of any discounts it would have received had this contract not been so terminated.

(d) If Station has contracted to purchase other program material ("Third Party Material") during the term of this contract in reliance on the agreement of Advertiser and prior to the end of the term of this contract Station terminates pursuant to paragraph 2(b) or Advertiser pursuant to paragraph 2(a), Advertiser agrees to pay Station all costs and expenses incident to the acquisition of Third Party Material. After such payment, Station shall credit Advertiser for any net amounts obtained if Station is able to resell such Third Party Material, but Station shall not be obligated to make or solicit any sale.

(e) To the extent provided by law, neither party shall be liable to the other party (including liability for incidental, indirect or consequential damages or lost profits, whether or not advised of the possibility of such damages and punitive damages) other than as specified in this contract.

- 3. INDEMNIFICATION AND HOLD HARMLESS Advertiser shall detend, hold harmless and Indemnify Station and its officers, directors, employees and agents from any and all claims, actions, causes of action, liabilities, demands or damages of whatsoever name or nature, including but not limited to defamation, unlawful competition or trade practice, infringement of intellectual property or other propriety or personal rights (including but not limited to public performance rights with respect to music, spoken word or any other copyrightable material embodied in Advertiser Materials), violation of rights of privacy or infringement or broadcast indecency ("Damages") relating to, directly or indirectly, any material furnished by Advertiser pursuant to this contract ("Advertiser Material"). Station shall defend, hold harmless and indemnify Advertiser and its officers, directors, employees and agents from Damages relating to, directly or indirectly, programming transmitted by Station other than Advertiser Material;

 4. INABILITY TO TRANSMIT AND SUBSTITUTION PROGRAMS
- 4. Industrial in Transmit AND SUBSTITUTION PROGRAMMS
 (a) If, due to public emergency or necessity, force majeure, restrictions imposed by law, acts of God; labor disputes, or for other cause, including mechanical breakdown; beyond
 Station's control, Station shall be unable to transmit any program or announcement to be transmitted under this contract, that transmission shall be canceled, and Station shall not be liable to Advertiser except as provided in paragraph (c) below.
- (b) Station shall have the right to cancel any transmission or portion thereof to be made under this contract in order to transmit any program which it deems to be of public significance. Station will notify Advertiser in advance if reasonably possible or otherwise Station will notify Advertiser within a reasonable time after such scheduled transmission, (c) Station shall transmit such canceled transmission, subject to availability, in a comparable time period. If Station is unable to so transmit the canceled transmission, Advertiser shall not have to pay for the canceled transmission and the cancellation shall not affect any discounts under this contract.

 5. PROGRAM PRODUCTION AND COMMERCIAL MATERIAL
- (a) Unless otherwise noted in this contract, all material to be transmitted under this contract shall be furnished by Advertiser, and all expenses of delivery to Station and return to Advertiser, if so directed, shall be paid by Advertiser. If Station has not received Advertiser Material by 72 hours in advance of scheduled transmission, Station shall reasonably attempt to so notify Advertiser
- (b) If Station has not received Advertiser Material by 48 hours in advance of scheduled transmission, Station may in its sole discretion reschedule the transmission of such material or cancel such transmission, and in either case, Advertiser shall pay for the transmission as if transmitted as originally scheduled.
- (c) Advertiser Material is subject to Station approval and Station may exercise a continuing right to reject such material, including a right to reject for unsatisfactory technical quality. If the material is unsatisfactory, Station shall notify Advertiser, and Advertiser shall furnish satisfactory material 48 hours in advance of transmission or paragraph 5(b) shall apply. All program material must conform to the program and operating policies of Station and Station shall have the continuing right to edit in the public interest provided, however, that Station approval of such material shall not affect Advertiser's indemnity obligation under this contract.
- (d) Station will retain all property rights in any program material prepared or created by Station or by any of its employees for use in connection with material transmitted under this
- 6. NON-DISCRIMINATION in accordance with Paragraphs 49 and 50 of United States Federal Communications Commission Report and Order No. FCC 07-217, Station will not discriminate in any contract for advertising on the basis of race or ethnicity, and all such contracts will be evaluated, negotiated and completed without regard to race or ethnicity.
- (a) This contract is for the transmission by broadcast on radio, transmission on other media when internet is indicated, or both, of programs or announcements of the Advertiser for the purpose of advertising the named products or services and is subject to all applicable federal, state and municipal regulations, including the rules of the Federal Communications Commission and the Federal Trade Commission. Station will perform the transmission covered by this contract on the days and approximate hourly times (current at Station) provided in this contract. Station may make reproductions of program material furnished by Advertiser to effect the transmissions,
- (b) If an agency or buying service is included in Advertiser, it is understood that party is the agent of advertiser and not of Station.

 (c) Station shalt assume no liability for loss or damages to program material and other property furnished by Advertiser in connection with transmissions under this contract.
- (d) Advertiser may not assign or transfer this contract without first obtaining the written consent of Station; nor is Station required to transmit any material under this contract for the
- to Advertise may not assign or transier this contract without his contract for benefit of any person or entity other than Advertiser named on the face of this contract.

 (a) The failure of Station or Advertiser to enforce any of the provisions of this contract shall not be construed as a waiver of that or any other provision.

 (f) This contract and any applicable written credit agreement, agency commission arrangement and/or merchandising arrangement contains the entire agreement between the parties relating to the subject matter in it, and no modification of its terms shall be effective unless in writing signed by both parties.

TO THE EXTENT PERMITTED BY LAW, STATION MAKES NO WARRANTIES OF ANY KIND, EXPRESS, IMPLIED OR STATUTORY, ABOUT THE SERVICES DESCRIBED IN THIS AGREEMENT AND DISCLAIMS ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE.

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